

**TOWN OF ADDISON, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN ACKNOWLEDGMENT OF NOTICE AND INDEMNITY PERTAINING TO THE PLEDGE OF THE RIGHT TO RECEIVE PAYMENTS PURSUANT TO THE ECONOMIC DEVELOPMENT PROGRAM GRANT AGREEMENT BETWEEN THE TOWN OF ADDISON AND BELTLINE BELTWAY INVESTMENTS, LTD AND URBAN INTOWNHOMES, LLC, AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT, AND PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:**

**Section 1.** The Acknowledgement of Notice and Indemnity Pertaining to the pledge of the right to receive payments pursuant to the Economic Development Program Grant Agreement between the Town of Addison and Urban Intownhomes, LLC, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the acknowledgment.

**Section 2.** This Resolution shall take effect from and after its date of adoption.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this the 13<sup>th</sup> day of December, 2016.

\_\_\_\_\_  
Todd Meier, Mayor

ATTEST:

By: \_\_\_\_\_  
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Brenda N. McDonald, City Attorney

# EXHIBIT A

## **ACKNOWLEDGMENT OF NOTICE AND INDEMNITY**

The undersigned, the Town of Addison, Texas, a Texas home rule municipality (the "City") does hereby acknowledge its receipt of notice of that certain Assignment dated the \_\_\_\_\_ day of \_\_\_\_\_, 2016, (the "Assignment") by and between URBAN INTOWNHOMES, LLC, a Texas limited liability company ("Assignor") and TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, a national banking corporation ("Assignee") concerning that certain Economic Development Program Grant Agreement between the City and the Assignor regarding construction of certain improvements as specified therein (the "Agreement").

Pursuant to the terms of Section 11 of the Agreement, the City acknowledges receipt of the Assignment and approves said Assignment as specified therein. The City acknowledges that the Assignment is a pledge of the right to receive payments under the Agreement and does not constitute a delegation of any obligation of the Assignor to perform the covenants contained in the Agreement.

By its execution of this Acknowledgment, the City expressly disclaims any representations as to (i) the validity of the Assignment, and (ii) whether Assignor and/or Assignee have satisfied the terms and conditions set forth in the Agreement which must be satisfied prior to the accrual of the City's obligation to pay any sum or sums due, or to become due, under the Agreement.

Assignor hereby represents and warrants that it has not assigned or attempted to assign any of its right, title, interest, or benefit in and under the Agreement and which is assigned by the Assignment to any other person or entity, other than Assignee. **IN CONSIDERATION OF THE CITY'S EXECUTION OF THIS ACKNOWLEDGMENT, ASSIGNOR HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD THE CITY HARMLESS FROM AND AGAINST ANY AND ALL LOSS, COST, EXPENSE OR LIABILITY (INCLUDING REASONABLE ATTORNEYS' FEES), ARISING OUT OF OR IN ANY WAY RELATED TO (I) ASSIGNOR'S BREACH OF THE FOREGOING REPRESENTATION AND WARRANTY, AND (II) ANY CLAIMS, LAWSUITS, JUDGMENTS, DISPUTES, PROTESTS, CHALLENGES AND SIMILAR MATTERS ASSERTED BY ASSIGNOR AS TO ANY SUM OR SUMS DUE, OR TO BECOME DUE, UNDER THE AGREEMENT.**

**FURTHER, IN CONSIDERATION OF THE CITY'S EXECUTION OF THIS ACKNOWLEDGMENT AND BASED UPON ASSIGNOR'S REPRESENTATION AND WARRANTY SET FORTH ABOVE, ASSIGNEE HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD THE CITY HARMLESS FROM AND AGAINST ANY AND ALL LOSS, COST, EXPENSE OR LIABILITY (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR IN ANY WAY RELATED TO ANY CLAIMS, LAWSUITS, JUDGMENTS, DISPUTES, PROTESTS, CHALLENGES AND SILIMAR MATTERS ASSERTED**

## EXHIBIT A

**BY ANY PERSON OR ENTITY CONCERNING OR RELATING TO THE PAYMENT OF ANY SUM OR SUMS DUE, OR TO BECOME DUE, UNDER THE AGREEMENT.**

The foregoing indemnities and hold harmless agreements running in favor of the City are specifically intended to cover all costs of the City for any future litigation, including attorneys' fees and expenses, other defense costs, and the costs of enforcing the indemnities and hold harmless agreements.

The addresses for notice to the parties hereunder shall as follows:

|           |   |
|-----------|---|
| City:     | Town of Addison<br>5300 Belt Line Road<br>Dallas, Texas 75254<br>Attn: City Manager                                     |
| Assignor: | Urban Intownhomes, LLC<br>1500 Oliver Street<br>Houston, Texas 77007<br>Attn: Frank Liu                                 |
| Assignee: | Texas Capital Bank, N.A.<br>2930 West Sam Houston Parkway Note, Suite 300<br>Houston, Texas 77043<br>Attn: Melissa Abel |

Prior to notice in writing sent to the City by certified U.S. Mail, return receipt requested, postage prepaid, the City shall make such payments to the Assignor at the address specified above as the City may determine pursuant to the Agreement. Following notice from the Assignee as specified herein, the City shall make such payments to the Assignee at the address specified above as the City may determine pursuant to the Agreement.

***[SIGNATURES APPEAR ON THE FOLLOWING PAGE]***

# EXHIBIT A

Executed this the \_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY:**

**TOWN OF ADDISON**

By: \_\_\_\_\_

Name:

Title:

**ASSIGNOR:**

**URBAN INTOWNHOMES, LLC**, a Texas limited liability company

By: **INTOWNBUILDER GP, LLC**, a Texas limited liability company (Its Manager)

By: \_\_\_\_\_

**FRANK M. K. LIU**

Manager

**ASSIGNEE:**

**TEXAS CAPITAL BANK, NATIONAL ASSOCIATION**

By: \_\_\_\_\_

Name:

Title: